

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
VERONICA ROBLEDO, individually and on
behalf of all others similarly situated,

Plaintiffs,

- against -

NO. 9 PARFUME LEASEHOLD and
LAURICE RAHME, individually,

Defendants.
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**DECLARATION OF
JENNIFER COLON**

No. 12 Civ. 3579 (RLC)(DF)

JENNIFER COLON hereby declares under penalty as follows:

1. I was employed by Laurice Madison Ltd. ("Bond") starting in about 2006 as a Sales Associate working in various retail stores affiliated with Bond in New York, New York, selling fragrances under the brand name Bond No. 9. I make this affidavit in opposition to plaintiffs' motion for conditional certification of a collective action on my own personal knowledge, except as to matters stated to be on information and belief and as to such matters I believe it to be true.

2. I worked principally at the store located on Madison Avenue called "Mad 2." Occasionally I was assigned to other stores, including the store located at 9 Bond Street (the "Bond Street" store), all in New York City. All of my employment in these stores was on a full-time basis, and was as a Sales Associate. I resigned at the end of 2011 when the Mad 2 store closed and I was planning to get married and move to Salzburg, Austria. I returned to America in 2012 and worked at the Bond Street store for three months that year.

3. Generally, there were only two employees in the Mad 2 store at any given time – a Manager and one Sales Associate. On Sundays, there was usually only one employee in this store, except for special occasions or during the holiday season, when there might be three of us

4. The Mad 2 store usually was open 9 hours per day. Since everyone who worked there took an hour's lunch break, they worked only 8 hours per day if they were scheduled to start working when the store opened and stop when the store closed.

Lunch Breaks

5. Sales Associates at the Mad 2 store, as well as the Manager, were entitled, and required, to take a lunch break of a full hour each day. This was my experience at the Bond Street store, as well.

6. I was never required to work through a lunch break at the Mad 2 store, the Bond Street store, or any of the other retail stores. I do not recall any occasion when any Sales Associate or Manager was required to work through a lunch break at any of the retail stores.

7. It was the general rule that Sales Associates were not allowed to work through their lunch breaks, and that they would not be paid for working through lunch breaks.

8. I worked with Veronica Robledo a number of times, sometimes at the Mad 2 store and sometimes at the Bond Street store. I never saw her work through a lunch break.

Off-the-Clock Work Before or After the Store Opens and Closes

9. Ordinarily, the Mad 2 store was open 9 hours per day. Ordinarily, everyone who works there is scheduled for an 8-hour shift. We were required to call in to the Bond No. 9 headquarters to report the time we started working in the morning, as well as the time when we stopped working at the end of the day. I was aware that an hour was deducted from the total amount of time between call-in and call-out for our lunch breaks.

10. Sometimes a Sales Associate or the Manager would arrive a few minutes early at the Mad 2 store in the morning, before the store was scheduled to open, and generally, the person who opened the store (usually the Manager) arrived a few minutes before the store's scheduled opening time. However, no one was required to do, or did, any work in the store until it opened, because there is nothing that had to be done. Everything that needed to be done to get the store ready at the beginning of the day was done the day before, prior to closing. So when someone arrived early, he or she usually spent the time drinking coffee, socializing, or attending to personal grooming or other such matters. This was true at the Bond Street store on those occasions when I worked there, as well as at the Made 2 store.

11. There were a number of store maintenance chores that had to be done on a daily basis, such as restocking inventory, taking care of inventory, clienteling duties, and keeping the store clean. These chores were scheduled to be done, and were done, during regular store hours when customer traffic was slow. They were not done before the store opened, and they were not done after the store closed. This was true at the Mad 2 at all times I worked there.

12. At the end of the day, when the store closes and the doors are about to be locked, the person closing the store turns the store's alarm system on. The system becomes active 60 seconds later, and the doors cannot be opened again without triggering the alarm unless the system is turned off. No work could be done in the store after the doors were locked and the alarm system was turned on.

13. Sometimes, on the rare occasion when a customer transaction was not completed before closing time, we chose -- but were not required -- to keep the store open until the transaction was done. We did not call out until the transaction was finished, and I believe we were paid for the extra time when that happened.

14. Infrequently, when there was work to be done in the store after the store closed, such as maintenance work by outsiders or a visit by our "visual team," I was instructed to, and did work late. I was paid for the extra time, which was recorded when I called out at the end of the night after the work was finished.

15. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Dated: Salzburg, Austria
October 15, 2013



Jennifer Colon